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CLERY U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

JUSTIN JANGWOO KIM,

Defendant.

CR No: 20CR00154 - CJC

I N F O R M A T I O N

[18 U.S.C. § 666(a)(2): Bribery
Concerning Programs Receiving
Federal Funds]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

A. RELEVANT PERSONS AND ENTITIES

1. The City of Los Angeles (the "City") was a government that received more than \$10,000 per fiscal year in funds from the United States, including from August 1, 2016 to July 31, 2017, in the form of grants, contracts, subsidies, loans, guarantees, insurance, and other forms of federal assistance. The City was split into fifteen City Council Districts ("CDs"), which covered different geographic areas. The City Council was composed of members who were elected from each district. City Councilmembers and their staff members were

1 agents of the City. All legislative power in the City was vested in
2 the City Council and was exercised by ordinance, subject to a veto by
3 the Mayor.

4 2. Defendant JUSTIN JANGWOO KIM was a real estate appraiser
5 and consultant for real estate developers with projects in Los
6 Angeles and a major fundraiser for Councilmember A.

7 3. Councilmember A was the Councilmember for a City Council
8 District ("CD-A"). Councilmember A served on the Planning and Land
9 Use Management ("PLUM") Committee, a body appointed by the City
10 Council President that oversaw many of the most significant
11 commercial and residential development projects in the City.
12 Councilmember A also served on the Economic Development Committee.

13 4. City Staffer A-1 worked for the City on Councilmember A's
14 staff in CD-A.

15 5. Developer C, owner of Company C, was a real estate owner
16 and developer who owned commercial properties in the City, including
17 a property held by Company C located in Councilmember A's District,
18 purchased in 2008. Developer C and Company C were planning on
19 building a residential complex on the property ("Project C").

20 6. Lobbyist B was a consultant for real estate developers with
21 projects in the City and a major fundraiser for Councilmember A.
22 Lobbyist B was a principal officer of Political Action Committee 1
23 ("PAC 1"), which was formed to benefit the campaign of a relative of
24 Councilmember A for the CD-A seat.

25 7. Labor Organization A was an unincorporated association of
26 individuals and labor organizations. Its members included labor
27 unions.

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1 8. Lobbyist C was a consultant and lobbyist for real estate
2 developers with projects in the City and a close associate of the
3 Executive Director of Labor Organization A.

4 B. BACKGROUND ON CITY PROCESSES

5 9. Within the City, large-scale development projects required
6 a series of applications and approvals prior to, during, and after
7 construction. These applications and approvals occurred in various
8 City departments, including the City Council, PLUM Committee, the
9 Economic Development Committee, the Los Angeles Planning Department,
10 the Los Angeles Department of Building and Safety, the Area Planning
11 Commission, the City Planning Commission, and the Mayor's Office.

12 10. Each part of the City approval process required official
13 actions by public officials. These included entitlements, variances,
14 general plan amendments, subsidies, incentives, public benefits,
15 scheduling agendas for the various committees, and overall approvals.
16 The process allowed for public hearings, feasibility studies,
17 environmental impact reports, and other steps in the life of
18 development projects.

19 11. Even for projects that were not going through the City
20 approval process, City officials could benefit, or take adverse
21 action against, a project by advocating for, pressuring, or seeking
22 to influence other City officials, departments, business owners, and
23 stakeholders.

24 12. Certain unions and labor organizations often used the
25 California Environmental Quality Act ("CEQA") as a tool to pressure
26 private developers to sign collective bargaining agreements, project
27 labor agreements, maintenance labor agreements, labor neutrality
28 agreements, and other union contracts. CEQA allowed unions and labor

1 organizations to file objections to Initial Studies, Mitigated
2 Negative Declarations, and Draft and Final Environmental Impact
3 Reports, which could delay a construction project and increase costs
4 of environmental review and project development. In the City, CEQA
5 objections were appealable to the PLUM Committee and the City
6 Council.

7 C. THE PROJECT C BRIBERY AGREEMENT AND PAYMENT

8 13. Between August 2016 and July 2017, Developer C agreed to
9 provide a \$500,000 cash bribe to Councilmember A, through defendant
10 KIM, in exchange for Councilmember A's assistance on Developer C's
11 project, Project C. Developer C, through defendant KIM, initially
12 provided \$400,000 in cash that Developer C intended for Councilmember
13 A between February and March 2017. Councilmember A directed City
14 Staffer A-1 to hold on to \$200,000 of the total bribe payment for
15 Councilmember A. City Staffer A-1 and defendant KIM each kept a
16 portion of the remaining \$200,000 bribe payment for themselves. In
17 exchange, Developer C, through defendant KIM and City Staffer A-1,
18 sought to use Councilmember A's influence as the Councilmember of CD-
19 A and member of the PLUM Committee to cause Labor Organization A to
20 withdraw, abandon, or otherwise lose its appeal opposing Project C,
21 thereby allowing Project C to move forward in its City approval
22 process. In July 2017, Developer C provided defendant KIM the
23 remaining \$100,000 in cash intended for Councilmember A, which
24 defendant KIM kept for himself.

25 14. Specifically, in the summer of 2016, Labor Organization A
26 filed an appeal requesting to suspend all activity to implement
27 Project C that required City approval until Project C was brought
28 into compliance with the requirements of CEQA by correcting certain

1 deficiencies (the "appeal"). The appeal prevented Project C from
2 progressing through the rest of the City approval processes,
3 including approvals by the PLUM Committee and City Council.

4 15. On August 8, 2016, Developer C asked defendant KIM to
5 obtain Councilmember A's assistance to deal with the appeal, which
6 could ultimately reach the PLUM Committee of which Councilmember A
7 was a member.

8 16. On August 9, 2016, Developer C sent a copy of the appeal to
9 defendant KIM by e-mail, which defendant KIM then forwarded to City
10 Staffer A-1.

11 17. On September 1, 2016, defendant KIM, Councilmember A, City
12 Staffer A-1, and another individual met for dinner and later visited
13 a Korean karaoke establishment in Los Angeles. While at the karaoke
14 establishment, defendant KIM asked Councilmember A for assistance
15 with the appeal on Project C, and Councilmember A agreed to help.
16 Defendant KIM then called Developer C and asked Developer C to join
17 them at the karaoke establishment, which Developer C did.

18 18. On September 2, 2016, defendant KIM and City Staffer A-1
19 met for lunch in Los Angeles. At Councilmember A's direction, City
20 Staffer A-1 expressed to defendant KIM that Councilmember A would not
21 help Project C for free and that Councilmember A would require a
22 financial benefit in exchange for help ensuring Project C moved
23 forward through the City approval process.

24 19. On September 3, 2016, defendant KIM and Developer C met at
25 a bowling alley in Little Tokyo. Defendant KIM conveyed to Developer
26 C the message from Councilmember A and City Staffer A-1, namely that
27 Councilmember A's assistance on Project C would require that
28 Councilmember A receive a financial benefit.

1 20. On January 17, 2017, defendant KIM, Councilmember A, and
2 Developer C's business associates met at Councilmember A's City Hall
3 office to discuss, among other things, Project C. Shortly before the
4 meeting, City Staffer A-1 sent defendant KIM a series of text
5 messages, writing: "Let's you and I meet with [the] CM [Councilmember
6 A] after to talk about [Project C]. Make those ask about ... [Labor
7 Organization A]." Defendant KIM responded: "Yes." During a private
8 portion of the meeting that included only defendant KIM,
9 Councilmember A, and City Staffer A-1, defendant KIM again asked
10 Councilmember A for assistance with the appeal, and Councilmember A
11 responded that Councilmember A could help. Councilmember A also
12 stated that Councilmember A wanted defendant KIM to be a major
13 supporter when Councilmember A's relative ran for Councilmember A's
14 seat as the councilmember for CD-A.

15 21. On January 18, 2017, defendant KIM and City Staffer A-1 met
16 at a coffee shop in Little Tokyo. During this meeting, City Staffer
17 A-1 told defendant KIM that Lobbyist C stated it would cost
18 approximately \$1.2 million to \$1.4 million to hire a lobbyist to
19 attempt to resolve the appeal and allow Project C to move forward in
20 the City approval process. After this meeting, defendant KIM
21 conveyed the cost of \$1.2 million to \$1.4 million to Developer C.
22 Developer C made a counteroffer for Councilmember A to resolve the
23 appeal for \$500,000 in cash to Councilmember A.

24 22. In approximately February 2017, defendant KIM conveyed
25 Developer C's counteroffer of \$500,000 cash for Councilmember A to
26 City Staffer A-1, who then conveyed this counteroffer to
27 Councilmember A.
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1 23. Between February 2, 2017 and February 10, 2017, defendant
2 KIM had conversations with City Staffer A-1 and Developer C,
3 including via text messages, discussing the negotiation of the bribe
4 payment from Developer C to Councilmember A.

5 24. In or around February 2017, defendant KIM and City Staffer
6 A-1 met at a restaurant in Los Angeles to discuss the bribe payment
7 amount. Defendant KIM and City Staffer A-1 discussed that Developer
8 C agreed to pay \$500,000 in cash in exchange for Councilmember A's
9 assistance in resolving the appeal so that Project C could move
10 forward in the City approval process, including approvals by the PLUM
11 Committee and City Council. Thereafter, City Staffer A-1 told
12 Councilmember A that Councilmember A would collect \$300,000 of the
13 total \$500,000 cash bribe payment.

14 25. In approximately February and March 2017, Councilmember A
15 and City Staffer A-1 discussed the appeal on Project C.
16 Councilmember A stated that Councilmember A had conveyed to
17 Lobbyist C that Councilmember A had to support Project C, meaning
18 that Councilmember A would oppose the appeal in the PLUM Committee.
19 According to Councilmember C, Lobbyist C agreed to discuss the issue
20 with the Executive Director of Labor Organization A.

21 26. On February 14, 2017, City Staffer A-1 had a text message
22 conversation with Lobbyist C, about a private meeting with
23 Councilmember A. Specifically, City Staffer A-1 wrote: "My boss
24 [Councilmember A] asked if you guys can have a one on one on Tuesday
25 at 830am?... Just you and the Councilman."

26 27. On February 22, 2017, City Staffer A-1 had a text message
27 conversation with Lobbyist C, about another private meeting at
28 Councilmember A's request. Specifically, City Staffer A-1 wrote: "Hi

1 [Lobbyist C], free tomorrow to meet? Councilman asked me to meet
2 with you." Lobbyist C responded: "Yea. Let me loop in [another
3 individual]." City Staffer A-1 then replied: "Cool. But I still
4 need to talk to you one on one per my bosses [Councilmember A]
5 request." Lobbyist C responded: "No problem. Misunderstood."

6 28. On March 1, 2017, City Staffer A-1 sent a text message to
7 Lobbyist C regarding the appeal, asking: "Everything good?" Lobbyist
8 C then replied: "Think so, You?" City Staffer A-1 responded: "Yes
9 sir.. just checking in."

10 29. On March 3, 2017, Lobbyist C sent City Staffer A-1 a text
11 message informing City Staffer A-1: "Appeal [was] dropped today."

12 30. Later that day, City Staffer A-1 informed defendant KIM
13 that Councilmember A had held up Councilmember A's end of the bargain
14 and resolved the appeal. Soon thereafter, defendant KIM informed
15 Developer C that Councilmember A held up Councilmember A's end of the
16 agreement and helped resolve the appeal.

17 31. In approximately February or March 2017, defendant KIM met
18 with Developer C at a commercial building in Los Angeles and received
19 a paper bag from Developer C containing \$400,000 in cash, which was
20 intended to be a bribe Developer C agreed to pay for Councilmember
21 A's assistance in resolving the appeal. After receiving \$400,000 in
22 cash from Developer C, defendant KIM met with City Staffer A-1 in a
23 car in Los Angeles, and gave City Staffer A-1 cash to deliver to
24 Councilmember A. Defendant KIM kept some cash for himself for
25 facilitating the bribe payment.

26 32. On March 14, 2017, at 4:48 p.m., City Staffer A-1 sent a
27 text message to Councilmember A, asking: "Are you home?"

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1 Councilmember A responded: "Yes." City Staffer A-1 then wrote: "Can
2 I stop by? Just finished meeting with JUSTIN [KIM]."

3 33. On March 14, 2017, at approximately 5:15 p.m.,
4 Councilmember A and City Staffer A-1 met at Councilmember A's
5 residence. City Staffer A-1 told Councilmember A that Developer C
6 had provided \$400,000 in cash to date, and that Developer C would
7 provide the remaining \$100,000 later. City Staffer A-1 stated that
8 defendant KIM had provided \$200,000 of that cash to City Staffer A-1
9 to date. At the meeting, City Staffer A-1 showed Councilmember A a
10 liquor box filled with approximately \$200,000 cash. Councilmember A
11 told City Staffer A-1 to hold on to and hide the money at City
12 Staffer A-1's residence until Councilmember A asked for it.

13 D. DEFENDANT KIM'S FURTHER PROFIT FROM THE PROJECT C BRIBERY SCHEME

14 34. In order to continue to profit from the bribery scheme, in
15 or around July 2017, defendant KIM falsely told Developer C that
16 Councilmember A asked for the remaining \$100,000 bribe payment.
17 Developer C agreed to provide the remaining \$100,000 of the agreed-
18 upon \$500,000 bribe to be paid to Councilmember A for resolving the
19 appeal. Defendant KIM met with Developer C at an office in Los
20 Angeles and received an additional \$100,000 in cash from Developer C.
21 Defendant KIM kept this money for himself.

22 35. Defendant KIM failed to declare any of the cash he received
23 from Developer C for his role in facilitating the Project C bribery
24 scheme on his federal income tax return for 2017, as required.

25 E. DEFENDANT KIM'S SUPPORT FOR COUNCILMEMBER A AND COUNCILMEMBER
26 A'S RELATIVE

27 36. During the bribery scheme, defendant KIM and City Staffer
28 A-1 strategized ways to protect Councilmember A to ensure

1 Councilmember A's power and relevance within the City, including
2 repeatedly discussing being loyal to Councilmember A, because it
3 meant securing future financial opportunities for defendant KIM and
4 City Staffer A-1. Defendant KIM frequently referred to Councilmember
5 A as defendant KIM's "boss."

6 37. Defendant KIM supported City Staffer A-1's and
7 Councilmember A's succession plan that would maintain or increase
8 financial opportunities for them after Councilmember A's term as
9 councilmember of CD-A expired. These discussions included plans to
10 elect Councilmember A's relative for the CD-A seat, ensuring
11 political control for them and their allies, and developing the
12 Project C bribery scheme in CD-A. On multiple occasions, defendant
13 KIM discussed with City Staffer A-1 the need to ensure Councilmember
14 A's relative was elected for their own political and financial
15 benefit and their own long-term plan.

16 38. On April 15, 2017, in a telephone call between defendant
17 KIM and City Staffer A-1, they discussed their common purpose in
18 ensuring that Councilmember A remained in power and that
19 Councilmember A's relative succeeded Councilmember A. Specifically,
20 defendant KIM stated: "But more importantly, [City Staffer A-1], your
21 interests, my interests, that's what I told everyone, alright? We
22 want to make sure [Councilmember A's relative] gets elected."

23 39. On April 17, 2017, in a telephone call between defendant
24 KIM and City Staffer A-1, they again discussed their common purpose
25 in ensuring that Councilmember A remained in power. Specifically,
26 defendant KIM stated: "[T]hat's why we can't make mistakes with
27 [Councilmember A] from now on." City Staffer A-1 responded: "Well,
28

1 we got to, uh, protect the ship, right, from sinking itself."

2 Defendant KIM affirmed.

3 40. On April 28, 2017, in a telephone call between defendant
4 KIM and City Staffer A-1, they discussed their long-term plan to
5 maintain their own political and financial interests. Specifically,
6 City Staffer A-1 stated: "[Councilmember A's relative] wins, we have
7 another twelve years in the City." Later in the same call, City
8 Staffer A-1 stated: "You and I have a twenty year plan and we got to
9 where we want to be." Defendant KIM responded: "[T]hat would be
10 ideal."

11 41. On May 2, 2017, in a telephone call between defendant KIM
12 and City Staffer A-1, they discussed their commitment to
13 Councilmember A and confirming they all knew they were working
14 towards a common purpose. Specifically, defendant KIM stated:
15 "[W]e're the most loyal guys." City Staffer A-1 responded: "I think
16 it's important to tell [Councilmember A], like, 'Look boss, we're
17 your loyal people.' ... [W]e've showed our loyalty, you've showed
18 your loyalty."

19 42. On or around June 22, 2017, defendant KIM met with
20 Councilmember A, City Staffer A-1, and Lobbyist B to discuss
21 establishing two political action committees ("PACs") to raise money
22 for the campaign of Councilmember A's relative. During this meeting,
23 Councilmember A suggested having defendant KIM find an associate to
24 serve as the "face" of one of the PACs to disguise Councilmember A's
25 involvement and the PAC's connection to CD-A.

26 F. DEFENDANT KIM'S ACTIONS SHOWING HIS CONSCIOUSNESS OF GUILT

27 43. On May 18, 2017, the FBI conducted a voluntary interview of
28 defendant KIM regarding a public corruption investigation. During

1 the interview, defendant KIM minimized his close relationship with
2 City Staffer A-1 and the frequency with which they communicated with
3 each other. During the interview, the FBI told defendant KIM about
4 an ongoing grand jury investigation and asked defendant KIM not to
5 reveal the interview to others because it may negatively impact the
6 federal grand jury investigation. Defendant KIM told the FBI he
7 agreed not to reveal such information to others.

8 44. Nevertheless, on May 18, 2017, approximately one hour after
9 the first FBI interview, defendant KIM called City Staffer A-1 and
10 informed City Staffer A-1 that he talked to the FBI. Defendant KIM
11 told City Staffer A-1 that the FBI "know[s] exactly who you are,"
12 that the FBI had conducted surveillance at one of City Staffer A-1's
13 local hangouts, and warned City Staffer A-1: "Don't take our boss
14 [Councilmember A] over there."

15 45. On July 10, 2017, the FBI conducted a second voluntary
16 interview of defendant KIM. Defendant KIM falsely stated that he did
17 not tell anyone that he met with the FBI, other than his wife and
18 Friend A. Among other things, defendant KIM also falsely stated
19 that: (1) he had not asked anything from anyone in City Council and
20 (2) he never provided any type of benefits including money or items
21 to City Staffer A-1.

22 46. On July 11, 2017, in a telephone call, defendant KIM told
23 City Staffer A-1 that he had a second interview with the FBI. City
24 Staffer A-1 warned that "you might not want to talk on the phone."
25 Defendant KIM disclosed that the FBI had photographs of City Staffer
26 A-1 and defendant KIM. Defendant KIM then stated: "Just letting you
27 know, [City Staffer A-1]. This is one place I didn't want us to be."
28

1 47. The next day, on July 12, 2017, defendant KIM and City
2 Staffer A-1 met in person in a car near City Staffer A-1's residence,
3 and then drove around in the car. During this meeting, defendant KIM
4 and City Staffer A-1 discussed the FBI investigation.

5 48. On or about March 20, 2019, after the FBI seized defendant
6 KIM's phone pursuant to a federal search warrant, defendant KIM met
7 Developer C at a coffee shop in Little Tokyo to discuss their
8 concerns regarding the FBI investigation. Defendant KIM disclosed to
9 Developer C that he told his attorney about the \$500,000 bribe
10 payment to Councilmember A. Developer C got upset and told defendant
11 KIM he should have lied to the attorney. Developer C stated that now
12 the two could not match stories.

13 G. COUNCILMEMBER A SEEKS TO COLLECT THE PROJECT C BRIBE PAYMENT
14 FROM CITY STAFFER A-1

15 49. On December 28, 2017, Councilmember A and City Staffer A-1
16 met at City Hall, in Councilmember A's private bathroom, to discuss
17 various topics, including the cash bribe City Staffer A-1 was holding
18 for Councilmember A. Councilmember A mentioned that Councilmember A
19 had "a lot of expenses" because Councilmember A's relative was
20 running to be the councilmember for CD-A. Councilmember A stated:
21 "I'm gonna need money." Councilmember A referred to the \$200,000
22 cash bribe payment that Councilmember A asked City Staffer A-1 to
23 keep at City Staffer A-1's residence, stating: "That is mine, right?
24 That is mine." City Staffer A-1 responded: "Yup." Councilmember A
25 and City Staffer A-1 agreed to wait until April 1, 2018, for City
26 Staffer A-1 to provide the \$200,000 cash to Councilmember A, to allow
27 some cooling off period after City Staffer A-1's interviews with the
28 FBI during the summer.

1 50. In or around April 2018, Councilmember A and City Staffer
2 A-1 communicated by telephone and agreed to postpone their meeting to
3 deliver Councilmember A's bribery cash to October 1, 2018.

4 51. In or around September and October 2018, Councilmember A
5 sent City Staffer A-1 a series of unanswered text messages regarding
6 the October 1, 2018 meeting and expected delivery of Councilmember
7 A's cash bribe. Specifically, on September 30, 2018, Councilmember A
8 wrote: "Hey [City Staffer A-1]. Tomorrow is October first. When we
9 gonna meet?" On October 4, 2018, Councilmember A wrote: "Hey [City
10 Staffer A-1]. So we gonna meet up like u said we would after
11 October?"

12 52. On October 5, 2018, defendant KIM and Councilmember A met
13 at a hotel in Pasadena. Councilmember A asked defendant KIM to turn
14 off his cellphone during the meeting to ensure their meeting was not
15 recorded. Councilmember A stated that Councilmember A had not gotten
16 Councilmember A's share and held up two fingers, referring to the
17 \$200,000, which was Councilmember A's share of the bribe payment from
18 Developer C in exchange for Councilmember A's help with the appeal.
19 Councilmember A explained that Councilmember A did not get
20 Councilmember A's share of the bribe payment because City Staffer A-1
21 was still holding on to the cash.

22 53. Councilmember A continued to try to meet with City Staffer
23 A-1 to obtain Councilmember A's portion of the bribe proceeds. On
24 October 14, 2018, Councilmember A sent a text message to City Staffer
25 A-1, writing: "[City Staffer A-1]. I've been trying to connect with
26 you. We have a meeting that was supposed to occur on October 1." On
27 October 20, 2018, Councilmember A wrote: "[City Staffer A-1]. I've
28 been trying to reach u. When are we going to meet and square up?"

1 On October 22, 2018, Councilmember A wrote: "Sounds like u don't ever
2 want to meet and face up to your commitment to meet on October 1 and
3 u are using other pretexts as to why u don't want to meet. You are
4 using excuses as for the real reason u don't want to meet and u know
5 it. U told me October. Now What? Each time comes up and u don't
6 want to meet at all? U want it all and that's the real reason why
7 you don't want to meet and are using all kind of excuses. One more
8 time, when are we going to meet?"

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COUNT ONE

[18 U.S.C. § 666(a)(2), § 2(a)]

54. From on or about August 8, 2016 to approximately July 2017, in Los Angeles County, within the Central District of California, defendant JUSTIN JANGWOO KIM, both individually and aiding and abetting Developer C and others known and unknown to the United States Attorney, corruptly gave, offered, and agreed to give things of value to Councilmember A and City Staffer A-1, both agents of the City of Los Angeles, intending to influence and reward Councilmember A and City Staffer A-1 in connection with business, transactions, and series of transactions of the City of Los Angeles, having a value of \$5,000 or more. Specifically, defendant KIM, on behalf of Developer C, corruptly gave, offered, and agreed to give to Councilmember A and City Staffer A-1 \$500,000 in cash, intending to influence and reward Councilmember A and City Staffer A-1 in connection with Councilmember

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1 A and City Staffer A-1 using their official positions to assist
2 Developer C and Company C in connection with Labor Organization A's
3 appeal opposing Project C in the PLUM Committee.
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6 NICOLA T. HANNA
7 United States Attorney

8 *Brandon Fox*

9 BRANDON D. FOX
10 Assistant United States Attorney
11 Chief, Criminal Division

12 MACK E. JENKINS
13 Assistant United States Attorney
14 Chief, Public Corruption and
15 Civil Rights Section

16 VERONICA DRAGALIN
17 Assistant United States Attorney
18 Public Corruption and Civil
19 Rights Section
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